

SIXTH AMENDMENT TO AGREEMENT OF LEASE

THIS SIXTH AMENDMENT TO AGREEMENT OF LEASE, dated as of November 1, 2018 (this "**Sixth Amendment**"), by and between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, a body corporate and politic constituting a public benefit corporation, having an office at 200 Liberty Street, 24th floor, New York, New York 10281 ("**Landlord**") and PIER A BATTERY PARK ASSOCIATES, LLC, a Delaware limited liability company having an office at 93 Pearl Street, New York, New York 10004 ("**Tenant**").

WITNESSETH

WHEREAS, Landlord and Tenant have entered into that certain Agreement of Lease, dated as of March 9, 2011 (the "**Original Lease**"), as amended by that certain First Amendment, dated as of June 1, 2011, the Second Amendment, dated as of August 1, 2013, the Third Amendment, dated as of November 1, 2014, the Fourth Amendment, dated as of April 14, 2015, the Fifth Amendment (the "**Fifth Amendment**"), dated as of May 30, 2015, (the Original Lease, as amended, collectively, the "**Operating Lease**"), demising the premises known as "Pier A" at 22 Battery Place in the City, County and State of New York; and

WHEREAS, Landlord and Tenant acknowledge and agree that Tenant is currently in arrears of certain of its payment obligations under the Operating Lease and, in connection therewith, Landlord and Tenant have agreed to enter into this Sixth Amendment, subject to the terms and provisions hereof; and

WHEREAS, Landlord is unwilling to enter into this Sixth Amendment unless Tenant executes and delivers to Landlord that certain Release in the form and substance set forth in the Release attached hereto as Exhibit C and made a part hereof (the "**Release**");

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. All capitalized terms used but not defined in this Sixth Amendment shall have the respective meanings ascribed to such terms in the Operating Lease.

2. From and after the date hereof, Section 3 of the Operating Lease shall be amended and restated as follows:

"3. **Rent:**

(A) **Rental Payments**

(i) For the period commencing November 1, 2018 and continuing through the balance of the Term (subject to the terms and conditions set forth herein), Tenant shall pay annual rent (collectively, the "**Revised Rent**") equal to the sum of: (A) subject to adjustment as set forth below, seven percent (7%) of Gross Sales (as defined below) (as adjusted as set forth below, the "**Percentage Base Rent**") derived from operations at the Demised Premises, the

Promenade and the Plaza but in no event less than \$1,000,000.00 per annum, payable in monthly installments as set forth on Exhibit A attached hereto and made a part hereof (the "**Minimum Base Rent**") subject to the last sentence of this Section 3(A)(i), notwithstanding the amount of Gross Sales derived from operations for such annual period (the Percentage Base Rent and the Minimum Base Rent are, collectively, the "**Revised Base Rent**"), plus (B) the amount of deferred rent (the "**Deferred Rent**") set forth on the Base Rent Deferral Schedule (the "**Revised Annual Deferral Amount**") attached hereto as Exhibit B and made a part hereof. Landlord and Tenant acknowledge and agree that the attached Base Rent Deferral Schedule modifies and amends the "Base Rent Deferral Schedule" set forth in the Fifth Amendment. Notwithstanding the foregoing, at such time in any Lease Year (as defined below) that aggregate Gross Sales for that Lease Year exceed \$18,000,000, the Percentage Base Rent shall be calculated thereafter as the sum of (x) seven percent (7%) of Gross Sales for that Lease Year up to and including \$18,000,000, plus (y) eight percent (8%) of Gross Sales for that Lease Year which exceed \$18,000,000. Percentage Base Rent shall be determined on a Lease Year basis. Notwithstanding the foregoing with respect to the payment of Minimum Base Rent, upon such time as Tenant has paid Revised Base Rent in the amount of \$1,000,000.00 in any Lease Year, Tenant shall have no further obligation to pay monthly installments of Minimum Base Rent in such Lease Year provided that Tenant shall continue to pay monthly installments of Percentage Base Rent as required herein. For avoidance of doubt, in the event Tenant has paid Revised Base Rent in an amount equal to \$1,000,000.00 as of September 1, 2019, Tenant shall not be required to pay the monthly Minimum Base Rent installment of \$50,000.00 on October 1, 2019, but shall pay all further installments of Percentage Base Rent in September and October 2019 and thereafter, and shall resume making monthly installments of Minimum Base Rent on November 1, 2019.

(ii) The Revised Rent shall be payable as follows: (A) an aggregate amount equal to the Minimum Base Rent and the Revised Annual Deferral Amount shall be payable in advance in monthly installments on the first day of each and every month during the Term commencing on November 1, 2018, and (B) an additional amount equal to the Percentage Base Rent minus the Minimum Base Rent to the extent paid for such month shall be payable monthly in arrears on the fifteenth (15th) day of each month for the preceding calendar month, as reflected in the Monthly Percentage Rent Statement (as defined below).

(iii) Tenant acknowledges and agrees that all payments of the License Fee shall be made at the times and in the manner required pursuant to the terms herein.

(iv) As used herein, the following terms shall have the following meanings:

"Lease Year" shall mean the period commencing on November 1, 2018 and ending on October 31, 2019, and each succeeding twelve (12) month period thereafter which falls in whole or in part during the Term.

"Gross Sales" shall mean gross sales of all food, beverage, other menu items, merchandise, and goods and other services sold or performed by or for Tenant in, upon, or from the Demised Premises, the Plaza, or the Promenade, whether for cash or credit (including but not limited to, fees paid to Tenant by licensees). Gross Sales shall not include (i) sales and service taxes collected from customers and paid to the appropriate taxing authority; (ii) costs of management or employee meals; (iii) the discounted portion of menu prices whether by way of coupons, promotions or otherwise; (iv) service or sales carrying charges, interest or other

charges, however denominated, paid by customers solely for extension of credit; (v) goods returned to sources for full credit; (vi) intentionally omitted; (vii) sale of fixtures, equipment or property which has been used at the Demised Premises but is not stock in trade; (viii) income from vending machines, pay telephones, lockers maintained substantially for the use and convenience of Tenant's employees only and not open to the general public; (ix) amounts of discounts (provided that such discounts are at least equal to Tenant's mark-up) allowed to Tenant's employees pursuant to established discount policies; (x) receipt from sales to jobbers and transactions, without consideration, with any other store of Tenant, any affiliate of Tenant or with any concessionaire; (xi) sums received in settlement of claims for loss or damage of merchandise; (xii) amounts retained by credit card companies, as the fee (as a percentage of sales) charged to Tenant by such credit card company for such service; (xiii) uncollected bad checks received by Tenant, and fraudulent (unpaid) purchases from Tenant; (xiv) gift certificates, or like vouchers, until such time as the same shall have been converted into a sale by redemption at the Demised Premises; (xv) rebates arising from construction costs and capital improvements and equipment and fixture purchases; (xvi) gratuities to employees; (xvii) any recovery of amounts in respect of tort or contract claims (other than claims for nonpayment of amounts that would have been Gross Sales); (xviii) refunds or rebates from third parties with respect to amounts paid or payable by Tenant for goods or services in connection with the development of the Demised Premises or the use or operation of the Demised Premises (but excluding any in-kind payments to third parties who provide such goods or services); (xix) interest or other investment income earned from time to time by Tenant; and (xxi) Capital Proceeds (as defined below). The fact that a particular item is excluded above shall not imply that such item would have been included in Gross Sales but for such listing.

"Capital Proceeds" shall mean (i) proceeds of any sale or other disposition of any direct or indirect interest in Tenant or Tenant's interest under the Lease (other than subleases, concessions, licenses or other agreements granted by Tenant for the use or occupancy of any part of the Demised Premises), (ii) proceeds of any taking by, or conveyance to, any governmental authority as a result of, or in lieu of in anticipation of, the exercise of the right of condemnation or eminent domain (other than a temporary taking) of all or any part of the Demised Premises or Tenant's interest therein, (iii) insurance proceeds (other than the proceeds of rents or business interruption insurance) or other recoveries on account of any casualty, damage or injury, by fire or otherwise, to the Demised Premises or any part thereof, (iv) the value of, or the proceeds of the sale or other disposition of, federal rehabilitation tax credits, if any, under Section 47 of the Internal Revenue Code, and (v) proceeds of any loan, financing or other capital transaction.

B. Procedural Requirements

(i) Commencing on December 15, 2018 and on the 15th day of each month thereafter during the Term, Tenant shall deliver to Landlord monthly a statement (the **"Monthly Percentage Rent Statement"**) showing in reasonable detail Gross Sales from the prior calendar month, and for the Lease Year to date, and a calculation of Percentage Base Rent payable for such month and in that Lease Year through the date of the report, together with a payment of the Percentage Base Rent then due for such preceding calendar month. If such month is not the last month of the Lease Year, then the payment shall be credited against the annual payment of Percentage Base Rent for such Lease Year.

(ii) Tenant shall deliver to Landlord not later than 120 days after the end of each Lease Year, a separate statement (the **"Annual Percentage Rent Statement"**) for such Lease Year

showing in reasonable detail Gross Sales from the prior Lease Year, together with the computation of the amounts in the preceding paragraph. Based upon the Annual Percentage Rent Statement submitted by Tenant to Landlord, Tenant shall make a payment of the Percentage Base Rent then due for such Lease Year.

(iii) If Tenant shall have paid to Landlord an amount greater than Tenant is required to pay for such Lease Year under the terms hereof (taking into account the Minimum Base Rent required to be paid), Tenant shall be entitled to a credit against Tenant's next payment of Percentage Base Rent in the amount of such excess rent paid, or if Tenant shall have paid an amount less than the Percentage Base Rent required to be paid hereunder, Tenant shall pay to Landlord such difference within five (5) days of such determination. Provided there are no outstanding defaults hereunder, upon termination of this Lease, Landlord shall refund to Tenant the amount of any excess Percentage Base Rent, promptly upon Landlord's receipt of Tenant's request therefor.

(iv) Each Annual Percentage Rent Statement under this Lease shall be prepared in accordance with generally accepted accounting principles consistently applied. Each Annual Percentage Rent Statement shall be certified by an independent certified public accounting firm (the "C.P.A.") which is a firm approved by Landlord, which approval shall not be unreasonably withheld. Such certification shall include, without limitation, a statement by the C.P.A. that an examination of Tenant's books and records has been conducted by the C.P.A. in accordance with generally accepted auditing standards consistently applied and that the Annual Percentage Rent Statement has been prepared in accordance with generally accepted accounting principles consistently applied.

(v) In addition to the Monthly Percentage Rent Statement and the Annual Percentage Rent Statement required to be delivered to Landlord pursuant to the provisions herein, Tenant shall deliver to Landlord, together with each such statement, a signed certificate of Tenant's chief financial officer certifying specifically that (i) he/she has examined the report of Gross Sales for the preceding period, (ii) such report accurately states the Gross Sales for the preceding period, and (iii) the said Gross Sales conform with, and are computed in compliance with, the definition of Gross Sales contained herein. If Tenant shall fail to deliver such statements and certificates to Landlord within the time periods provided herein, Landlord shall have the right thereafter to have an agent, representative or employee of Landlord, or an independent certified public accountant retained by Landlord, to examine Tenant's books and records, including without limitation all records required by this Section 3, as may be necessary to certify the amount of Tenant's Gross Sales for such period, and Tenant shall pay to Landlord the cost thereof as additional rent. Tenant shall make such books and records available to Landlord and its representatives within three (3) business days following request by Landlord.

(vi) If Landlord shall elect to conduct an audit of Tenant's books and records and such audit discloses an underpayment of Percentage Base Rent, Tenant shall pay to Landlord within ten (10) days after demand the amount of such deficiency, plus interest thereon at the Base Rate (as defined below) from the date upon which such sum was due to the date of actual payment. In addition, if such deficiency shall be in excess of three and one-half percent (3.5%) of the amount alleged by Tenant to be payable, Tenant shall pay to Landlord within ten (10) days after demand all commercially reasonable costs incurred by Landlord in connection with such audit. As used herein, the term "Base Rate" shall mean three percent (3%) plus the greater of the prime or base

rate announced as such from time to time by Citibank, N.A., or its successors, at its principal office.

(vii) In connection with Tenant's obligations to pay Percentage Base Rent, Tenant shall at all times keep and maintain at the Demised Premises books and records prepared on the basis required below, showing in reasonable detail the amount of Gross Sales. Unless consented to by Landlord, such books and records relating to any Lease Year shall not be destroyed or disposed of for a period of six (6) years after the end of such Lease Year. Landlord or its representatives shall have the right, two (2) times each Lease Year (or at any time upon Landlord's request if Tenant is in default under the Lease), during regular business hours, on five (5) days' prior written notice, to examine, audit and/or photocopy all such books and records. If an audit by Landlord with respect to a Lease Year is not commenced within the aforesaid six (6) year period, the computation of the Percentage Base Rent paid by Tenant for such Lease Year shall not thereafter be subject to Landlord's audit and shall conclusively be deemed correct.

(viii) In addition to any other rights of Landlord under the Lease, but in no event more than once per calendar year, within fifteen (15) days after Landlord's written request (or at any time upon Landlord's request if Tenant is in default under the Lease), Tenant shall furnish Landlord with financial statements or other reasonable financial information reflecting Tenant's then-current financial condition, certified by Tenant's chief financial officer, including but not limited to tax returns, income statements, profit and loss statements, gross sales reports, and current balance sheets for Tenant, for the most recent year, prepared in accordance with generally accepted accounting principles consistently applied.

(ix) In addition, Tenant hereby agrees to provide to Landlord (i) all financial reports and documents required to be provided to New York City Waterfront Development Fund II LLC, its successors and/or assigns ("Lender"), or such other leasehold mortgagee of the Demised Premises pursuant to any leasehold mortgage and/or other loan documents (as the same may be modified, amended, supplemented or restated from time to time, collectively, the "**Loan Documents**") simultaneously with the delivery to such leasehold mortgagee and copies of all notices of default or waivers delivered by Lender to Tenant under the Loan Documents and (ii) true and complete copies of all State and local sales tax returns and reports filed by Tenant, to be provided within fifteen (15) days after the end of each calendar quarter."

3. Contemporaneously with the execution and delivery of this Sixth Amendment, Tenant shall pay to Landlord, in immediately available federal funds, Minimum Base Rent for the months of November and December, 2018 in the amount of \$100,000.00, the License Fee for the months of November and December, 2018 in the amount of \$10,927.28, and Deferred Rent for the months of November and December, 2018 in the amount of \$14,518.77.

4. Tenant hereby agrees that it shall not, directly or indirectly, at any time during the continuance of a default under the Operating Lease or during the continuance of any event which, with the passage of time, the giving of notice, or both, would constitute a default or breach under the Lease, make any Distribution. For such purposes, the term "**Distribution**" means (A) any distribution of money or property to any owner of a direct or indirect interest in Tenant (each an "**Owner**") or to any Affiliate of any Owner, (B) any loan or advance to any Owner or to any Affiliate of any Owner, (C) any payment of principal or interest on any

indebtedness due to any Owner or to any Affiliate of any Owner, and (D) any payment of any fees or other compensation to any Owner or to any Affiliate of any Owner.

5. Tenant hereby acknowledges and confirms its understanding and agreement that, in the event Tenant shall breach any of the terms, provisions or conditions of the Operating Lease, as amended hereby, and such breach shall continue beyond any applicable notice and cure periods as otherwise provided for in the Operating Lease as amended by this Sixth Amendment, the provisions of this Sixth Amendment and the Fifth Amendment solely as such provisions pertain to the amount and timing of Rent payable (including without limitation the Fifth Amendment) shall be rendered void and of no further force, effect or application. Consequently, each of the reductions or deferrals in Base Rent and/or Percentage Rent provided for hereinabove and any other amendment, including without limitation, the Fifth Amendment, shall be void and of no further force or effect, and Tenant shall be fully liable for the immediate payment of all Base Rent and/or Percentage Rent and all other amounts then due and owing pursuant to the terms of the Original Lease without giving any effect or consideration to any of the terms, provisions or conditions of this Sixth Amendment or any prior amendment (including without limitation, the Fifth Amendment).

6. Tenant hereby represents and warrants that, as of the date hereof, there are no defaults by Tenant under the Loan Documents, and there are no existing circumstances which with the passage of time, or giving of notice, or both, would give rise to a default under the Loan Documents. Tenant further represents and warrants that it has delivered to Landlord copies of all Loan Documents executed on or before the date hereof, and will provide to Landlord, within five (5) days following execution, copies of any modifications, amendments, supplements or restatements of the Loan Documents executed on or after the date hereof.

7. Nothing herein shall be construed as amending any terms or conditions of the Operating Lease except as expressly provided for in this Sixth Amendment. As so amended the Operating Lease is hereby ratified and confirmed. Except as provided in Section 5 above, references in the Operating Lease to "this Lease Agreement" and words of similar import shall be construed as meaning the Operating Lease as amended by this Sixth Amendment. Tenant hereby represents and warrants to Landlord that it has no defenses to the Operating Lease. In the event any of the terms of the Operating Lease conflict with the terms of this Sixth Amendment, the terms of this Sixth Amendment shall control. The Operating Lease, as amended herein, constitutes the entire agreement between the parties hereto and no further modification of the Operating Lease shall be binding unless evidenced by an agreement in writing signed by Landlord and Tenant.

8. Landlord and Tenant each represents, with respect to itself, that this Sixth Amendment has been duly authorized and that the person executing it on such party's behalf is authorized to act on behalf of and bind such party, and that upon its execution this Sixth Amendment is the valid, legal and binding obligation of such party and is enforceable with respect to such party in accordance with its terms.

9. Tenant hereby agrees that, as a condition to Landlord's execution of this Sixth Amendment, it will cause each of Paul Lamas and Peter Poulakakos, principals of Tenant, to execute and deliver to Landlord that certain Good Guy Guaranty (the "Guaranty") in the form

and substance attached hereto as Exhibit D and made a part hereof contemporaneously with Tenant's execution and delivery of this Sixth Amendment, and any failure to deliver the Guaranty as required herein shall render this Sixth Amendment null and void and of no force or effect. Upon the occurrence of a default under the Operating Lease, as amended hereby, which default is not cured either by Tenant or Lender within any applicable notice and cure periods provided in the Operating Lease, as amended hereby, upon Landlord's demand, as set forth in the Guaranty, Tenant hereby agrees to deliver exclusive possession of the Demised Premises in the condition required for surrender under the terms of the Operating Lease, although such delivery of exclusive possession, by itself, shall not result in a termination of the Operating Lease.

10. This Sixth Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

11. Lender hereby joins in this Sixth Amendment for the purpose of, and hereby consents to, the execution and delivery of this Sixth Amendment and any and all amendments executed prior to the date hereof.

12. Landlord and Tenant acknowledge and agree that the terms and effectiveness of this Sixth Amendment are expressly conditioned upon approval of this Sixth Amendment by Landlord's Board of Directors, and the execution and delivery of this Sixth Amendment by the parties hereto.

IN WITNESS WHEREOF the parties have caused this Sixth Amendment to be executed and delivered by their respective duly authorized officers as of the day and year first above written.

BATTERY PARK CITY AUTHORITY d/b/a
HUGH L. CAREY BATTERY PARK CITY
AUTHORITY

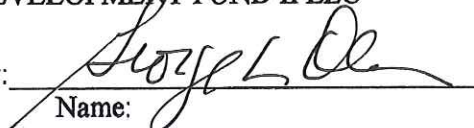
By: 
Name: Benjamin Jones
Title: President + CEO

PIER A BATTERY PARK ASSOCIATES, LLC

By: 
Name: PAUL LAMAS
Title: MEMBER

ACKNOWLEDGED AND CONSENTED TO:

NEW YORK CITY WATERFRONT
DEVELOPMENT FUND II LLC

By: 
Name: George L. Olsen
Title: Manager

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 13th day of December 2018, before me, the undersigned, a notary public in and for said state, personally appeared Benjamin Jones, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.


Notary Public

[illegible]

On the 11th day of Dec., 2018, before me, the undersigned, a notary public in and for said state, personally appeared Paul T Lamas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Minerva E. Kashner
Notary Public

MINVERA E. CHISHOLM
Notary Public, State of New York
Qualified in New York County
Reg. No. 01CH4928736
My Commission Expires July 31, 2022

MINVERA E. CHISHOLM
Notary Public, State of New York
Catskill, Sullivan County
My Commission Expires July 31, 20____

EXHIBIT A

MINIMUM BASE RENT MONTHLY INSTALLMENTS

<u>MONTH</u>	<u>PAYMENT</u>
January	\$50,000.00
February	\$50,000.00
March	\$50,000.00
April	\$50,000.00
May	\$100,000.00
June	\$150,000.00
July	\$150,000.00
August	\$150,000.00
September	\$100,000.00
October	\$50,000.00
November	\$50,000.00
December	<u>\$50,000.00</u>
<u>TOTAL</u>	\$1,000,000.00

EXHIBIT B

REVISED ANNUAL DEFERRAL AMOUNT

<u>Period</u>	<u>Monthly Amount</u>	<u>Period</u>	<u>Monthly Amount</u>
<u>Lease Year 6</u>		<u>Lease Year 10</u>	
1-Nov-18	7,259.38	1-Nov-22	7,259.38
1-Dec-18	7,259.38	1-Dec-22	7,259.38
1-Jan-19	7,259.38	1-Jan-23	7,259.38
1-Feb-19	7,259.38	1-Feb-23	7,259.38
1-Mar-19	7,259.38	1-Mar-23	7,259.38
1-Apr-19	7,259.38	1-Apr-23	7,259.38
1-May-19	7,259.38	1-May-23	7,259.38
1-Jun-19	7,259.38	1-Jun-23	7,259.38
1-Jul-19	7,259.38	1-Jul-23	7,259.38
1-Aug-19	7,259.38	1-Aug-23	7,259.38
1-Sep-19	7,259.38	1-Sep-23	7,259.38
1-Oct-19	7,259.38	1-Oct-23	7,259.38
Annual Deferral Amount \$	87,112.60	Annual Deferral Amount \$	87,112.60

<u>Lease Year 7</u>		<u>Lease Year 11</u>	
1-Nov-19	7,259.38	1-Nov-23	7,259.38
1-Dec-19	7,259.38	1-Dec-23	7,259.38
1-Jan-20	7,259.38	1-Jan-24	7,259.38
1-Feb-20	7,259.38	1-Feb-24	7,259.38
1-Mar-20	7,259.38	1-Mar-24	7,259.38
1-Apr-20	7,259.38	1-Apr-24	7,259.38
1-May-20	7,259.38	1-May-24	7,259.38
1-Jun-20	7,259.38	1-Jun-24	7,259.38
1-Jul-20	7,259.38	1-Jul-24	7,259.38
1-Aug-20	7,259.38	1-Aug-24	7,259.38
1-Sep-20	7,259.38	1-Sep-24	7,259.38
1-Oct-20	7,259.38	1-Oct-24	7,259.38
Annual Deferral Amount \$	87,112.60	Annual Deferral Amount \$	87,112.60

<u>Lease Year 8</u>		<u>Lease Year 12</u>	
1-Nov-20	7,259.38	1-Nov-24	7,259.38
1-Dec-20	7,259.38	1-Dec-24	7,259.38
1-Jan-21	7,259.38	1-Jan-25	7,259.38
1-Feb-21	7,259.38	1-Feb-25	7,259.38
1-Mar-21	7,259.38	1-Mar-25	7,259.38
1-Apr-21	7,259.38	1-Apr-25	7,259.38
1-May-21	7,259.38	1-May-25	7,259.38
1-Jun-21	7,259.38	1-Jun-25	7,259.38
1-Jul-21	7,259.38	1-Jul-25	7,259.38
1-Aug-21	7,259.38	1-Aug-25	7,259.38
1-Sep-21	7,259.38	1-Sep-25	7,259.38
1-Oct-21	7,259.38	1-Oct-25	7,259.38
Annual Deferral Amount \$	87,112.60	Annual Deferral Amount \$	87,112.60

<u>Lease Year 9</u>		<u>Lease Year 13</u>	
1-Nov-21	7,259.38	1-Nov-25	7,259.38
1-Dec-21	7,259.38	1-Dec-25	7,259.38
1-Jan-22	7,259.38	1-Jan-26	7,259.38
1-Feb-22	7,259.38	1-Feb-26	7,259.38
1-Mar-22	7,259.38	1-Mar-26	7,259.38
1-Apr-22	7,259.38	1-Apr-26	7,259.38
1-May-22	7,259.38	1-May-26	7,259.38
1-Jun-22	7,259.38	1-Jun-26	7,259.38
1-Jul-22	7,259.38	1-Jul-26	7,259.38
1-Aug-22	7,259.38	1-Aug-26	7,259.38

1-Sep-22	7,259.38
1-Oct-22	<u>7,259.38</u>
Annual Deferral Amount \$	87,112.60

1-Sep-26	7,259.38
1-Oct-26	<u>7,259.38</u>
Annual Deferral Amount \$	87,112.60

<u>Period</u>	<u>Monthly Amount</u>	<u>Period</u>	<u>Monthly Amount</u>
<u>Lease Year 14</u>		<u>Lease Year 18</u>	
1-Nov-26	7,259.38	1-Nov-30	7,259.38
1-Dec-26	7,259.38	1-Dec-30	7,259.38
1-Jan-27	7,259.38	1-Jan-31	7,259.38
1-Feb-27	7,259.38	1-Feb-31	7,259.38
1-Mar-27	7,259.38	1-Mar-31	7,259.38
1-Apr-27	7,259.38	1-Apr-31	7,259.38
1-May-27	7,259.38	1-May-31	7,259.38
1-Jun-27	7,259.38	1-Jun-31	7,259.38
1-Jul-27	7,259.38	1-Jul-31	7,259.38
1-Aug-27	7,259.38	1-Aug-31	7,259.38
1-Sep-27	7,259.38	1-Sep-31	7,259.38
1-Oct-27	7,259.38	1-Oct-31	7,259.38
Annual Deferral Amount \$	87,112.60	Annual Deferral Amount \$	87,112.60
<u>Lease Year 15</u>		<u>Lease Year 19</u>	
1-Nov-27	7,259.38	1-Nov-31	7,259.38
1-Dec-27	7,259.38	1-Dec-31	7,259.38
1-Jan-28	7,259.38	1-Jan-32	7,259.38
1-Feb-28	7,259.38	1-Feb-32	7,259.38
1-Mar-28	7,259.38	1-Mar-32	7,259.38
1-Apr-28	7,259.38	1-Apr-32	7,259.38
1-May-28	7,259.38	1-May-32	7,259.38
1-Jun-28	7,259.38	1-Jun-32	7,259.38
1-Jul-28	7,259.38	1-Jul-32	7,259.38
1-Aug-28	7,259.38	1-Aug-32	7,259.38
1-Sep-28	7,259.38	1-Sep-32	7,259.38
1-Oct-28	7,259.38	1-Oct-32	7,259.38
Annual Deferral Amount \$	87,112.60	Annual Deferral Amount \$	87,112.60
<u>Lease Year 16</u>		<u>Lease Year 20</u>	
1-Nov-28	7,259.38	1-Nov-32	7,259.38
1-Dec-28	7,259.38	1-Dec-32	7,259.38
1-Jan-29	7,259.38	1-Jan-33	7,259.38
1-Feb-29	7,259.38	1-Feb-33	7,259.38
1-Mar-29	7,259.38	1-Mar-33	7,259.38
1-Apr-29	7,259.38	1-Apr-33	7,259.38
1-May-29	7,259.38	1-May-33	7,259.38
1-Jun-29	7,259.38	1-Jun-33	7,259.38
1-Jul-29	7,259.38	1-Jul-33	7,259.38
1-Aug-29	7,259.38	1-Aug-33	7,259.38
1-Sep-29	7,259.38	1-Sep-33	7,259.38
1-Oct-29	7,259.38	1-Oct-33	7,259.38
Annual Deferral Amount \$	87,112.60	Annual Deferral Amount \$	87,112.60
<u>Lease Year 17</u>		<u>Lease Year 21</u>	
1-Nov-29	7,259.38	1-Nov-33	7,259.38
1-Dec-29	7,259.38	1-Dec-33	7,259.38
1-Jan-30	7,259.38	1-Jan-34	7,259.38
1-Feb-30	7,259.38	1-Feb-34	7,259.38
1-Mar-30	7,259.38	1-Mar-34	7,259.38
1-Apr-30	7,259.38	1-Apr-34	7,259.38
1-May-30	7,259.38	1-May-34	7,259.38
1-Jun-30	7,259.38	1-Jun-34	7,259.38
1-Jul-30	7,259.38	1-Jul-34	7,259.38
1-Aug-30	7,259.38	1-Aug-34	7,259.38
1-Sep-30	7,259.38	1-Sep-34	7,259.38
1-Oct-30	7,259.38	1-Oct-34	7,259.38
Annual Deferral Amount \$	87,112.60	Annual Deferral Amount \$	87,112.60

<u>Period</u>	<u>Monthly Amount</u>	<u>Period</u>	<u>Monthly Amount</u>
<u>Lease Year 22</u>		<u>Lease Year 24</u>	
1-Nov-34	7,259.38	1-Nov-36	7,259.38
1-Dec-34	7,259.38	1-Dec-36	7,259.38
1-Jan-35	7,259.38	1-Jan-37	7,259.38
1-Feb-35	7,259.38	1-Feb-37	7,259.38
1-Mar-35	7,259.38	1-Mar-37	7,259.38
1-Apr-35	7,259.38	1-Apr-37	7,259.38
1-May-35	7,259.38	1-May-37	7,259.38
1-Jun-35	7,259.38	1-Jun-37	7,259.38
1-Jul-35	7,259.38	1-Jul-37	7,259.38
1-Aug-35	7,259.38	1-Aug-37	7,259.38
1-Sep-35	7,259.38	1-Sep-37	7,259.38
1-Oct-35	7,259.38	1-Oct-37	7,259.38
Annual Deferral Amount \$	87,112.60	Annual Deferral Amount \$	87,112.60
<u>Lease Year 23</u>		<u>Lease Year 25</u>	
1-Nov-35	7,259.38	1-Nov-37	7,259.38
1-Dec-35	7,259.38	1-Dec-37	7,259.38
1-Jan-36	7,259.38	1-Jan-38	7,259.38
1-Feb-36	7,259.38	1-Feb-38	7,259.38
1-Mar-36	7,259.38	1-Mar-38	7,259.38
1-Apr-36	7,259.38	1-Apr-38	7,259.38
1-May-36	7,259.38	1-May-38	7,259.38
1-Jun-36	7,259.38	1-Jun-38	7,259.38
1-Jul-36	7,259.38	1-Jul-38	7,259.38
1-Aug-36	7,259.38	Annual Deferral Amount \$	65,334.45
1-Sep-36	7,259.38		
1-Oct-36	7,259.38		
Annual Deferral Amount \$	87,112.60		

TOTAL REPAYMENT: \$1,720,473.89

EXHIBIT C

RELEASE

(See attached)

GENERAL RELEASE

PIER A BATTERY PARK ASSOCIATES, LLC ("Releasor"), a Delaware limited liability company with offices at 93 Pearl Street, New York, New York 10004, for good and valuable consideration hereby releases and forever discharges Battery Park City Authority d/b/a Hugh L. Carey Battery Park City Authority, a body corporate and politic constituting a public benefit corporation having an office at 200 Liberty Street, 24th Floor, New York, New York 10281 ("BPCA") and The City of New York, a municipal corporation of the State of New York (the "City," and, together with BPCA, individually and collectively, the "Releasee"), as follows:

1. **Release.** Releasor releases and gives up any and all claims and rights which it may have against each Releasee, its respective successors and assigns, heirs, executors, administrators, employees, officers, directors, attorneys and agents. This releases all claims, including those of which the Releasor is aware and those not mentioned in this Release. This Release includes, but is not limited to: any and all actions, causes of actions, suits, debts, promises, dues, sums of money, claims, obligations, judgments, counterclaims, damages and demands whatsoever, known or unknown, at law or in equity, presently due or contingent, liquidated or unliquidated against each Releasee which Releasor ever had, now has or which its successors, assigns, heirs, executors or administrators can or shall or may have for any reason from the beginning of the world until the date of the date of the General Release (collectively the "Claims"). Releasor covenants and agrees not to assert any Claims against either Releasee, either directly or indirectly by way of summons, complaint, counterclaim, third-party action, cross-claim, impleader or any other proceeding in any court, before any administrative agency or in

any forum. This Release shall be a complete bar to all Claims, suits, or actions of any kind or nature including, without limitation, for indemnification, contribution, and liabilities of any kind whether direct or indirect arising out of or relating to this Release. Releasor further promises, covenants and agrees to forever refrain from participating in, initiating, filing or prosecuting any action of any kind whatsoever relating to the Agreement of Lease dated March 9, 2011 or any amendments thereto (collectively the "Lease") or Releasor's use and occupancy of the Demised Premises (as defined in the Lease).


2. **Consideration.** Releasor has received good and valuable consideration as full and final consideration to make this Release, including the agreement by BPCA to enter into a Sixth Amendment of Lease dated as of November 1, 2018, and Releasee's agreement to refrain from exercising its rights and remedies of collection and enforcement of Releasor's breach of the Lease Agreement. The receipt of such consideration is acknowledged by Releasor.


3. **Who is Bound.** Releasor is bound by this Release. Anyone who succeeds to Releasor's rights and responsibilities, such as its assignees, successors in interests, heirs or assigns, is also bound. This Release is made for each Releasee's benefit and all who succeed to either Releasee's rights and responsibilities, such as their respective heirs, assigns or successors in interest.

4. **Signatures.** Releasor acknowledges that after reading and understanding this Release, it agrees to the terms of this Release and that it has had the benefit and advice of counsel before executing this Release. Releasor further covenants and acknowledges that this Release is entered into voluntarily, without duress or for any improper purpose.

WITNESS:

PIER A BATTERY PARK ASSOCIATES LLC

By: 
Name: Doris Jimenez
Title: Exec. Assistant

By: 
Name: PAUL LAMAS
Title: MEMBER
Date: 12/11/18

ACKNOWLEDGED AND CONSENTED TO:

NEW YORK CITY WATERFRONT
DEVELOPMENT FUND II LLC

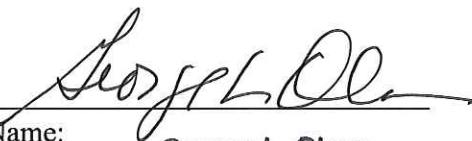
By: 
Name: George L. Olsen
Title: Manager
Date: 12-12-2018

EXHIBIT D

GOOD GUY GUARANTY

(See Attached)

GOOD GUY GUARANTY

LANDLORD: BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, a body corporate and politic constituting a public benefit corporation, having an office at 200 Liberty Street, 24th floor, New York, New York 10281

TENANT: PIER A BATTERY PARK ASSOCIATES, LLC, a Delaware limited liability company having an office at 93 Pearl Street, New York, New York 10004

DEMISED PREMISES: "Pier A" at 22 Battery Place in the City, County and State of New York

WHEREAS, on or prior to the date hereof, Landlord and Tenant have entered into that certain Agreement of Lease, dated as of March 9, 2011, as amended by that certain First Amendment, dated as of June 1, 2011, the Second Amendment, dated as of August 1, 2013, the Third Amendment, dated as of November 1, 2014, the Fourth Amendment, dated as of April 14, 2015, the Fifth Amendment, dated as of May 30, 2015 and the Sixth Amendment (the "Sixth Amendment"), dated as of the date hereof (as amended, and as it may hereafter be amended, collectively, the "Lease").

WHEREAS, Tenant is in default under the Lease and has requested that Landlord amend the Lease and modify certain of Tenant's rental obligations thereunder, and in connection therewith, Landlord and Tenant are contemporaneously executing and delivering the Sixth Amendment.

WHEREAS, Landlord is unwilling to enter into the Sixth Amendment unless Paul Lamas and Peter Poulakakos each having an address at 93 Pearl Street, New York, New York 10004 (collectively referred to herein as "Guarantors" and each a "Guarantor"), guarantee the payment and performance by Tenant of all of the terms, covenants, conditions, obligations, indemnities and agreements contained in the Lease, as amended by the Sixth Amendment, on the part of Tenant to be fulfilled thereunder (the "Covenants") on the terms and conditions set forth in this Guaranty (this "Guaranty");

WHEREAS, each Guarantor has a direct financial interest in Tenant and is therefore willing to execute and deliver this Guaranty and to be bound by the terms hereof.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each Guarantor, and in order to induce Landlord to enter into the Sixth Amendment, each Guarantor hereby agrees as follows:

1. Capitalized terms used in this Guaranty but not otherwise defined herein shall have the meanings ascribed to them in the Lease.

2. Each Guarantor, jointly and severally, unconditionally guarantees to Landlord the full and faithful payment, performance and observance of any and all Covenants; and each Guarantor, jointly and severally, unconditionally covenants to Landlord that if default or breach shall at any time be made by Tenant in any of the Covenants, each Guarantor shall on demand well and truly perform the Covenants and pay to Landlord Base Rent, Percentage Rent, Revised Rent, Deferred Rent and other charges or arrears thereof that may remain due thereon together with all damages that may arise out of a breach or default of the Covenants, or any of them. Each Guarantor shall pay to Landlord on demand, all expenses (including, without limitation, reasonable attorneys' fees and disbursements) of, or incidental to, or relating to the enforcement or protection of Landlord's rights hereunder.

3. The liability of each Guarantor hereunder shall not be impaired, abated, deferred, diminished, modified, released, terminated or discharged, in whole or in part, or otherwise affected, by any event, condition, occurrence, circumstance, proceeding, action or failure to act, with or without notice to, or knowledge or consent of, each Guarantor, including, without limitation:

(a) any amendment, modification or extension of the Lease or any other Covenant;

(b) any extension of time for performance, whether in whole or in part, of any Covenant given prior to or after default thereunder;

(c) any exchange, surrender or release, in whole or in part, of any security which may be held by the Landlord at any time for or under the Lease;

(d) any other guaranty now or hereafter executed by anyone else;

(e) any waiver of, or assertion or enforcement, or failure or refusal to assert or enforce, in whole or in part, any Covenant, claim, cause of action, right or remedy which Landlord may, at any time, have under the Lease, this Guaranty or with respect to any guaranty or any security which may be held by Landlord at any time for or under the Lease or with respect to Tenant;

(f) any act or thing, or omission or delay to do any act or thing, which may in any manner or to any extent vary the risk of either Guarantor;

(g) the release of any other guarantor from liability for the performance or observance of any Covenant, whether by operation of law or otherwise,

(h) Landlord's consent to any assignment of the Lease, or the subletting of all or any portion of the Premises under the Lease;

(i) the failure to give any Guarantor any notice whatsoever, other than any notice which Landlord is expressly required to give pursuant to any provisions of this Guaranty;

(j) any right, power or privilege that Landlord may now or hereafter have against any person, entity or collateral;

(k) the occurrence of any assignment, conveyance, mortgage, merger or other voluntary or involuntary transfer which results in any Guarantor becoming the tenant under the Lease; or

(l) any assignment, conveyance, mortgage, merger or other transfer, voluntary or involuntary (whether by operation of law or otherwise) of all or part of the interest or rights of Landlord under the Lease.

4. No demand shall be required to charge either Guarantor under this Guaranty, each Guarantor hereby expressly waiving any such demand. Landlord shall have the right to enforce this Guaranty without pursuing any right or remedy of Landlord against Tenant or any other party, it being intended that if there occurs any breach or default by Tenant in the payment, performance or observance of any Covenant, each Guarantor shall, jointly and severally, be obligated to Landlord as provided in Paragraph 2 of this Guaranty. Landlord may commence any action or proceeding based upon this Guaranty directly against any Guarantor without making Tenant or anyone else a party defendant in such action or proceeding.

5. This Guaranty shall be binding upon Guarantors and their respective successors and assigns, and shall inure to the benefit of and may be enforced by the successors and assigns to Landlord or by Landlord's agents or attorneys in fact or by any party to whom Landlord's interest in the Lease or any part thereof, including the rents, may be assigned whether by way of mortgage or otherwise.

6. EACH GUARANTOR HEREBY EXPRESSLY WAIVES AND RELEASES (A) NOTICE OF THE ACCEPTANCE OF THIS GUARANTY AND NOTICE OF ANY CHANGE IN TENANT'S FINANCIAL CONDITION; (B) THE RIGHT TO TRIAL BY JURY, IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, UNDER, OUT OF, OR BY REASON OF OR RELATING, IN ANY WAY, TO THIS GUARANTY OR THE INTERPRETATION, BREACH OR ENFORCEMENT THEREOF; AND (C) ANY RIGHT OR CLAIM OF RIGHT TO CAUSE A MARSHALING OF TENANT'S ASSETS OR TO CAUSE LANDLORD TO PROCEED AGAINST TENANT AND/OR ANY COLLATERAL HELD BY LANDLORD AT ANY TIME OR IN ANY PARTICULAR ORDER.

7. (a) This Guaranty shall be governed by the laws of the State of New York without regard to its principles of conflicts of laws. Each Guarantor agrees that all disputes arising, directly or indirectly, out of or relating to this Guaranty, and all actions to enforce this Guaranty, shall be dealt with and adjudicated exclusively in the courts of the City, State and County of New York; and each Guarantor hereby expressly and irrevocably submits to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Guaranty. So far as is permitted under applicable law, this consent to personal

jurisdiction shall be self-operative and no further instrument or action, other than service of process in a manner permitted by law or permitted herein, shall be necessary in order to confer jurisdiction upon such party in any such court.

(b) Nothing in this Paragraph 7 shall affect the right of Landlord to serve legal process in any other manner permitted by law. Each Guarantor hereby consents to service of process by delivery of any summons and complaint to it through certified mail, return receipt requested, with a copy by first class mail at the address appearing on page 1 of this Guaranty.

(c) To the extent any Guarantor has or hereafter may acquire any immunity from jurisdiction of any such court referred to in clause (a) above or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, to the extent permitted by applicable law, such Guarantor hereby irrevocably waives such immunity in respect of its obligations under this Guaranty.

(d) Each Guarantor hereby irrevocably waives, to the extent permitted by applicable law, any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, that such Guarantor may now or hereafter have to the bringing of any such action or proceeding in such respective courts referred to in clause (a) above.

8. Each Guarantor represents and warrants to Landlord that as of the date hereof:

(a) Such Guarantor has full power, authority and legal right to execute, deliver, perform and observe this Guaranty, including, without limitation, the payment of all moneys hereunder.

(b) This Guaranty constitutes the legal, valid and binding obligation of Guarantor, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other laws affecting creditors' rights generally, to moratorium laws from time to time in effect and to general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

(c) Neither Tenant nor the Guarantor has any pending or threatened claims, contingent liabilities or lawsuits that would adversely affect the financial condition of Tenant or such Guarantor.

9. Each Guarantor shall, at any time and from time to time, within ten (10) days following request by Landlord, execute, acknowledge and deliver to Landlord a statement certifying that this Guaranty is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating such modifications or, if it is not in full force and effect, so stating) and that, to the best of such Guarantor's knowledge, such Guarantor is not in default hereunder (or if there is such a default, describing such default in reasonable detail).

10. All remedies afforded to Landlord by reason of this Guaranty or the Lease, or otherwise available at law or in equity, are separate and cumulative remedies, and no one remedy whether or not exercised by Landlord shall be deemed to be in exclusion of any other remedy available to Landlord and shall not limit or prejudice any other legal or equitable remedy which Landlord may have.

11. If any term, covenant, condition or provision of this Guaranty or the application thereof to any circumstance or to any Guarantor shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Guaranty or the application thereof to any circumstances or to any Guarantor other than those as to which any term, covenant, condition or provision is held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant, condition and provision of this Guaranty shall be valid and shall be enforceable to the fullest extent permitted by law.

12. Landlord and Guarantors understand, agree, and acknowledge that: (i) this Guaranty has been freely negotiated by both parties with the advice and assistance of counsel of their own choosing; and (ii) in the event of any controversy, dispute or contest over the meaning, interpretation, validity, or enforceability of this Guaranty, or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Guaranty or any portion thereof.

13. This Guaranty constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and may not be modified except by an instrument in writing and signed by the parties.

14. Any notice, statement, demand or other communication by one party to the other, shall be given by personal delivery, by Federal Express or similar nationally-recognized overnight courier, provided that such courier obtains and makes available to its customers written evidence of delivery, or by mailing the same, postage prepaid, by certified mail, return receipt requested. All notices to each Guarantor shall be addressed to such Guarantor's address set forth in the first paragraph of this Guaranty and all notices to the Landlord shall be sent to the Landlord's address set forth in the first paragraph of this Guaranty. All notices shall be deemed given when delivery is received or refused.

15. (a) Each Guarantor certifies that:


(i) Guarantor is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorists, "Specially Designated National and Blocked Person," or other banned or blacked person, entity, nation, transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and

(ii) Guarantor has not executed this Guaranty, directly or indirectly on behalf of, or instigating or facilitating this Guaranty, directly or indirectly on behalf of, any such person, group, entity, or nation.


(b) Each Guarantor hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

16. Notwithstanding anything to the contrary contained herein and except as otherwise provided in this Section 16, this Guaranty shall not extend beyond the Surrender Date (hereafter defined) provided that (i) Tenant shall deliver written notice to Landlord of Tenant's intention to vacate the Premises (the "**Surrender Notice**") not less than one hundred eighty (180) days prior to the Surrender Date, and (ii) on or before the Surrender Date, Tenant shall vacate and surrender the Demised Premises to Landlord free of all subleases, licenses, sublessees, licensees or other occupants, broom clean and otherwise in the condition required for the surrender of the Demised Premises at the end of the Term as set forth in the Lease, (iii) Tenant shall not be in default of any Covenants, beyond any applicable notice and/or cure periods, or in the payment of Base Rent, Percentage Rent, Revised Rent, Deferred Rent or other any charges then due and payable to Landlord, and (iv) Tenant shall deliver the keys to the Demised Premises to Landlord on or before the Surrender Date (collectively, subsections (i) – (iv) shall be the "**Surrender Conditions**"). If any of the Surrender Conditions are not satisfied on the Surrender Date, then neither Guarantor shall be relieved of any of its obligations under this Guaranty pursuant to the provisions of this Paragraph 16 or otherwise and the Surrender Notice shall be null and void and of no effect, in which event the Lease shall continue in full force and effect and Landlord shall continue to have all rights and remedies thereunder. The "**Surrender Date**" shall be the date set forth in Tenant's Surrender Notice given to Landlord which in no event shall be less than one hundred eighty (180) days after Tenant's giving of the Surrender Notice to Landlord. This Guaranty does not modify the terms of the Lease and nothing contained herein shall relieve Tenant from any liability thereunder in accordance with the terms of the Lease.

IN WITNESS WHEREOF, the undersigned Guarantors have executed this Guaranty as of this 1st day of November, 2018.



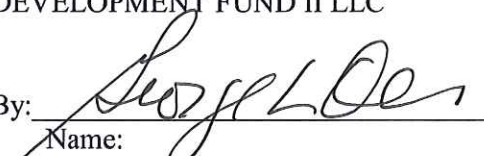
PAUL LAMAS



PETER POULAKAKOS

ACKNOWLEDGED AND CONSENTED TO:

NEW YORK CITY WATERFRONT
DEVELOPMENT FUND II LLC

By: 

Name:
Title: **George L. Olsen**
Manager

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK

S.S.

COUNTY OF NEW YORK

On the 11th day of December, in the year 2018, before me, the undersigned, personally appeared Paul F. Lamas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public


MINVERA E. CHISHOLM
Notary Public, State of New York
Qualified in New York County
Reg. No. 01CH4928736 22
My Commission Expires July 31, 2022

STATE OF NEW YORK

S.S.

COUNTY OF NEW YORK

On the 11th day of December, in the year 2018, before me, the undersigned, personally appeared Peter Pulaski, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


MINVERA E. CHISHOLM
Notary Public, State of New York
Qualified in New York County
Reg. No. 01CH4928736 22
My Commission Expires July 31, 2022